Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Holly Dunlap		11/30/2006	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Kellwood Company
Street Address:	600 Kellwood Parkway
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2502297	HOLLYWOULD
Registration Number:	2552912	HOLLY WOULD

CORRESPONDENCE DATA

Fax Number: (314)231-4342

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-231-5400

Email: ustrademarks@senniger.com

Correspondent Name: Senniger Powers/Paul Fleischut

Address Line 1: One Metropolitan Square, 16th Floor

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	KLD9777:PIF/KSB	
NAME OF SUBMITTER:	Paul I. J. Fleischut	
Signature:	/paul fleischut/	
Date:	12/14/2006	

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Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the NOV 2006 (the "Effective Date"), by and between Holly Dunlap, an individual, resignest 57% St., NO. 10010, ("Assignor") and Kellwood Compa	iay of
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RWestら子をおり、 NYC, 10019, ("Assignor") and Kellwood Compa	ny, a
Delaware corporation, having its principal place of business at 600 Kellwood Pe	rkway,
Chesterfield, Missouri 63017 ("Assignee").	

WHEREAS, Assignor and Assignee have executed an Agreement for Purchase and Sale of Assets dated as of ________, 2008 to which this Assignment is referenced and attached;

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations set forth on Exhibit A (the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (Including, without limitation, the right to renew any registration included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademark of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademarks.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the Effective Date first above written.

"ASSIGNOR"

riony pomap

1 Dunlap

TRADEMARK REEL: 003444 FRAME: 0474

STATE OF)
COUNTY OF
On this 20 day of 10 , 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared before me 1 to 10 miles known by me to be the person of the above name and an officer of Hollywould, Inc., duly authorized to execute this assignment on behalf of Hollywould, Inc., and who signed and executed the foregoing instrument on behalf of Hollywould, Inc.
Given under my hand and seal of office this <u>32</u> day of <u>NEW</u> , 2008.
MAZREEN ADJODA Notary Public, State of New York No. 01AD5062597 Qualified in Queens County Commission Expires Aug. 13, 2009 Notary Public

My commission expires:

TRADEMARK

REEL: 003444 FRAME: 0475

Exhibit A

U.S. TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.	REGISTRATION DATE
Hollywould	U.S.	2,502,297	10/30/2001
Hollywould	U.S.	2,552,912	03/26/2002

TRADEMARK REEL: 003444 FRAME: 0476

RECORDED: 12/14/2006